

## TERMS & CONDITIONS

**RESERVING EQUIPMENT:** equipment will be reserved upon receipt of a signed contract and a deposit of 30% of total charges, **this deposit is non-refundable**, client must provide PARTY ZONE LLC with final count 14 days before the event date. The remaining balance is due 3 days before the event. The client agrees to a finance charge of 5% per month for any unpaid balance.

**EVENT CANCELLATION POLICY:** **The 30% deposit is not refundable in all cases.** For cancellations made 7 to 3 days before the event, the client must pay a 50% cancellation fee of the remaining balance. For cancellations 14 to 8 days before the event, the client must pay a 25% cancellation fee of the remaining balance. Party Zone LLC is not responsible for any refunds for cancellations made after the remaining balance is paid off or if the client cancels from 2 days – to the day of the event. A 25% fee will be applied to adding items the week of the event date.

**CREDIT CARD REQUIRMENTS:** A valid credit card is required to open an account; valid credit card information is required and must be included on these TERMS AND CONDITIONS even if the client is paying the 30% deposit in cash or with a check. all information must be included, and signature filled at the bottom of this rental contract. Charges billed to the credit card will consist of missing or damaged items or charges left unpaid after 10 days of event. A detailed invoice of those charges and copy of receipt will be e-mailed to you after the event, client hereby authorizes PARTY ZONE LLC to charge this credit card. **Processing fee of 4% is applied if paying with credit/debit card.**

**MISSING OR DAMAGED ITEMS:** Items not returned within 5 days after event are considered missing, missing or damaged items will be charged the credit card at replacement cost, a detailed invoice of those items will be provided to client.

**SITE PREPARATION:** please be sure your site is ready [lawns mowed, furniture moved, vehicles moved, etc] before the crew is scheduled to arrive, client agrees to inform PARTY ZONE LLC in writing or fax to office at least 5 days prior to event, of the existence and location of any underground utilities [i.e phone lines, cable lines, sprinkler systems, water lines, gas lines, electric lines, septic system, etc.] or conditions that may interfere with the ability to stake or anchor equipment. client will assume responsibility for all damages to underground utilities in absence of notice of incorrect location of utilities. **PARTY ZONE EVENT RENTALS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY AT THE EVENT.**

**DELIVERY AND SET UP:** PARTY ZONE LLC will strive to accommodate client delivery requests; however, delays and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. Time specific deliveries can be arranged for any order. Deliveries can be scheduled to be delivered within a certain window of time such as morning or afternoon. Time specific deliveries can even be arranged at an exact time such as 1pm or 9am. It is the client's responsibility to request any specific time delivery or pick-up. All items will be delivered and picked up at the designated location. The client must be available to count all items upon delivery and pick up; otherwise, PARTY ZONE LLC count will be considered accurate, and we will assume all rentals have been received and are in working order. Please note that in the event of an emergency or problems with the equipment, it is up to the lessee to contact the lesser at 804 461 9182 immediately during business hours in order to expedite the problem if lessee fails to contact us the lesser is not responsible for any refunds.

**CLEAN UP & PREPARATION FOR PICK UP:** All floral arrangements, trash, and decorations of any kind should be removed from tent or other rental equipment before scheduled pick up time. All chairs and tables should be stacked in designated location as delivered, linens should be food and particle free and shaken out before being placed in laundry/mesh bags. Linens that are returned with burns, wax, holes, tears, permanently stain or otherwise unusable will be billed at replacement cost be sure to notify your caterer of these conditions

**WEATHER:** tents are temporary structures designed to handle most normal weather conditions; however, there may situations that become unsafe such high winds or lightning. Evacuation of tents is recommended in these or other unsafe conditions

**SUMMARY: RESPONSIBILITY OF EQUIPMENT REMAINS WITH THE CLIENT FROM THE TIME OF DELIVERY TO THE TIME OF PICKUP.**

Please be sure all the equipment is secured when not in use and protected from the weather. All collection fees, attorney fees, court cost, or any expense involved in the collections of rental charges will be the client's responsibility. Be sure all equipment is returned according to these TERMS & CONDITIONS. The client is solely responsible for any additional charges incurred as a result of failure to meet these conditions.

**INFLATABLE BOUNCE HOUSES:** AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED NEGLIGENCE OR ABUSE; lessee agrees to be responsible for any damage to PARTY ZONE LLC equipment, if damage is incurred while the equipment is in the possession of

the lessee damage fee vary from \$50 to \$2500 NO FOOD, DRINKS, SHOES, OR SHARP OBJECTS ARE ALLOWED IN THE RENTALS ANY TIME. the operator is responsible for ensuring that the size and weight of the person entering the inflatable does not exceed the maximum. the lessee expressly assumes the responsibility of informing all person (s) who use, operate or rent the above specified rental equipment that, they do so at they own risk and that if any injury occurs to the person (s) using, operating or renting the equipment, PARTY ZONE LLC, its employees, officers, directors, shareholders, agents, successors, and assigns shall not be held liable for any such injures and/or resulting damages and, further, shall indemnify PARTY ZONE LLC in the event they are held liable for any injuries and /or resulting on damage. please note that in the event of an emergency or problems with the equipment, it is up to the lessee to contact the lesser at 804-461-9182 immediately in order to expedite the problem if lessee fails to contact us the lessor is not responsible for any refunds.

lessee understands and acknowledges that play on an amusement devise entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any and all claims, actions, suits, proceedings, costs, expenses , fees, damages and liabilities, including, but not limited to, reasonable attorney`s fees and costs, arising by reason of injury, damage, or death to person or property, in connection with or resulting from the used of leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment . . For customer pickup items, once you have picked up your equipment you are solely responsible for it. Under no circumstances are we responsible for any incidental consequential, special and punitive damages in the duration of your rental. You waive any and all other claims against us, including without limitation, incidental, consequential, special, and punitive damages. Lessee hereby releases and holds harmless PARTY ZONE LLC from injuries or damages incurred as a result of the used of the leased equipment. PARTY ZONE LLC cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. The lessee also agrees to indemnify and hold harmless PARTY ZONE LLC from any loss, damage, theft or destruction of the equipment during the term of the lease and extensions thereof.

\_\_\_\_\_ Initial

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND ACKNOWLEDGE RECEIPT. THIS CONTRACT IS VALID FOR ALL RENTALS PURCHASED BY THIS CLIENT, AND SUPERSEDES ALL PRIOR CONTRACTS

CREDIT CARD INFORMATION:

MCA/ISA ACCOUNT # \_\_\_\_\_ EXP. \_\_\_\_\_ SECURITY CODE \_\_\_\_\_

DATE OF EVENT \_\_\_\_\_

LOCATION OF FUNCTION \_\_\_\_\_

CLIENT NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ CELL \_\_\_\_\_

EMAIL \_\_\_\_\_

CLIENT SIGNATURE \_\_\_\_\_